



PATENT  
Docket No. 388402000900

**ATTORNEY & TRADENT CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:  
Assistant Commissioner for Patents, Washington, D.C. 20231, on FEB 17 1999.

*Mary R. Zimmerman*  
Mary R. Zimmerman

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Barry N. GARDINER et al.

Serial No.: 08/781,579

Filing Date: January 9, 1997

For: SUTURED STAPLE SURGICAL  
FASTENERS, INSTRUMENTS AND  
METHODS FOR MINIMALLY  
INVASIVE VASCULAR AND  
ENDOSCOPIC SURGERY

Examiner: T. Pham

Group Art Unit: 3731

**RECEIVED**

FEB 25 1999

TECHNOLOGY CENTER 3700

**REVOCATION OF PRIOR POWER OF ATTORNEY AND  
POWER OF ATTORNEY AND PROSECUTION BY ASSIGNEE  
UNDER 37 C.F.R. § 3.71**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Elective Vascular Interventions, the assignee of the entire right, title and interest in this patent application, hereby revokes all Powers of Attorney previously granted relating to this application and appoints as its attorneys or agents, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith:

Mani Adeli (Reg No. 39,585)

Erwin J. Basinski (Reg No. 34,773)

Paula A. Borden (Reg No. 42,344)

Barry E. Bretschneider (Reg No. 28,055)

Alan W. Cannon (Reg No. 34,977)

Robert K. Cerpa (Reg No. 39,933)

Sanjay Bagade (Reg No. 42,280)

Frank P. Becking (Reg No. 42,309)

Sean Brennan (Reg No. 39,917)

Nicholas Buffinger (Reg No. 39,124)

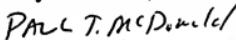
Mark R. Carter (Reg No. 39,131)

Thomas E. Ciotti (Reg No. 21,013)

With respect to

patents and patent applications assigned by the undersigned to the Company hereunder, the undersigned will assist the Company in any reasonable manner to obtain for the Company's benefit patents in any and all countries and the undersigned will execute, when requested, patent applications and assignments thereof to the Company or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this agreement. The undersigned will further assist the Company in every way to enforce any patents obtained, including without limitation, testifying in any suit or proceeding involving any of said patents or by executing any documents deemed necessary for the Company.

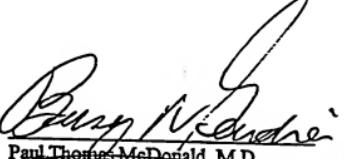
Dated: October 24, 1997

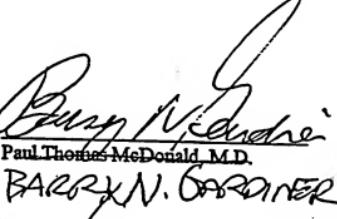
  
Barry N. Gardiner, M.D.  
  
PAUL T. McDONALD

With respect to

patents and patent applications assigned by the undersigned to the Company hereunder, the undersigned will assist the Company in any reasonable manner to obtain for the Company's benefit patents in any and all countries and the undersigned will execute, when requested, patent applications and assignments thereof to the Company or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Assignment. The undersigned will further assist the Company in every way to enforce any patents obtained, including without limitation, testifying in any suit or proceeding involving any of said patents or by executing any documents deemed necessary by the Company.

Dated: October 31, 1997

  
Paul Thomas McDonald, M.D.

  
BARRY N. GARDNER

COPY

EXHIBIT A

**ASSIGNMENT  
TO  
ELECTIVE VASCULAR INTERVENTIONS, INC.**

In exchange for Elective Vascular Interventions, Inc.  
(the "Company")

the undersigned hereby assigns to the Company all of the right, title and interest of the undersigned in and to any and all

patents and patent applications relating to surgical fasteners and instruments for the deployment of surgical fasteners, including but not limited to

(ii) patent applications:

Filed Patent Application entitled "Sutured Staple Surgical Fasteners, Instruments and Methods for Minimally Invasive Vascular and Endoscopic Surgery", SC/Serial No. 08/781,579, filed January 9, 1997 (Attorney Ref No. GDNR 9003). Preliminary Amendment filed on August 28, 1997.

prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignees.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignees, their successors, assigns and other legal representatives, and shall be binding upon said Assignor, said Assignor's heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to said Assignees on the date of acknowledgment before the Notary Public as given below.



(Assignor's Signature)

State of

CALIFORNIA

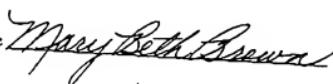
County of

SANTA CLARA

On 15 SEPTEMBER '97 before me, MARY BETH BROWN, Notary Public  
 RICHARD D. (name and title of officer)  
 personally appeared Phillips, personally known to me (or proved to me on the basis  
 of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
 instrument and acknowledged to me that he/she/they executed the same in his/her/their  
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
 or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature




**COPY**

ASSIGNMENT

WHEREAS, the undersigned, Richard D. Phipps, a resident of 790 La Crosse Drive, Morgan Hill, California (hereinafter termed "Assignor"), is a co-inventor of certain new and useful improvements in:

**SUTURED STAPLE SURGICAL FASTENERS, INSTRUMENTS, AND  
METHODS FOR MINIMALLY INVASIVE VASCULAR AND  
ENDOSCOPIC SURGERY**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. \_\_ On the \_\_ day of \_\_\_, 19\_\_;

Or

2.  Said application having SC/Serial Number 08/781,579 and filed on the 9th day of January, 1997.

WHEREAS Barry N. Gardiner, a resident of 13 Charles Hill Road, Orinda, California, and Paul T. McDonald, a resident of 13337 Campus Drive, Oakland, California (hereinafter termed "Assignees") wish to jointly acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignees:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Assignor shall include